G. R. S. IX-5]

Previous references. 1895-96.

191 .

(L - A.)

Later references.

File No. 94 of 95.

Serial Nos. 1 to 5

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 to 5

M - ~~Part~~ B for July 97.

SUBJECT.

Appeal of Ganigar Nanjundiah regarding the sale of Survey No. 61 of Belaguntа, Tumkur Taluk.

Copy Communicated

Indexed

GOVERNMENT OF MYSORE

Before the Government of Mysore.

Appeal No. 105 of 1896-97

Appellant.	Vs.	Respondents.
Ganigar Nanjundaiya		1. Venkalāiya 2. Channappa 3. Virappa.

Appeal against the Tumkur Dy Commr's order declining to cancel the sale of Survey No 61 of Belagumba, Tumkur Taluk.

List of papers in English.

(1) Appeal petition (with enclosures)
(2) Official Memorandum.
(3) Deputy Commr's report.
(4) Precis.

There are no grds to interfere. The Dy Commr was not entitled to any notice. He was however present at the sale & offered bids. There is no reliable evidence that he tendered the full amount. On the whole the confirmation of the sale by the Dy Commr is correct. This appeal is dismissed.

15-5-97

Before the Government of Mysore.

Appeal No. 105 of 1896-97.

Appellant.	Vs.	Respondent. s.
Ganigar Nanjundaiya		1. Venkataiya 2. Channappa 3 Viraiya

Notice served.
14. 6. 97.

Adjourned to 5th June (89)

8/6/97

Appellant & 2nd respondent present.
Appeal dismissed
M 8/6/97

(4)

Appeal No. 105 of 1896-97.

Petitioner:—Ganyar Nanjundiah of Tumkur.

Counter Pet:- Venkataiya of Belagumba, Tumkur Taluk

Subject — This is an appeal against the order of the Deputy Commissioner, Tumkur District, declining to cancel the sale for revenue arrears of S. No. 61 of Belagumba, Tumkur Taluk.

— " —

Survey numbers* 61 + 64 of Belagumba were in the khata of one Channappa bin Veera Shetti. For arrears of kandayam due for the year Jaya, 1894-95, on these two lands demand notice was issued and served on khatedar Channappa. As the default

S. No.	area A. G.	Assessment Rs as P.
61	10-0	7-8-0
64	11-9	9-0-0

* 31.3.95

As the default continued the lands, S. Nos. 61 & 64, were attached and advertised for sale on the 18th May 1895. The order declaring forfeiture of occupancy was passed on 5-4-95. In the 1st para of the Haraze istihar Veerappa is mentioned as the defaulter. The istihar was published in the village by beat of drum. It was served on the Kotiedar's son ~~xxxxxxxx~~ and on Khatedar Channappa on 20th April 95.

×5-4-95. Ferist No. 3.

Vide Sekdar's remark on the back of the Haraze-patti

The sale was held on 18-5-95 At ferist both the lands were put to auction and fetched Rs 11 & 9 respectively the purchaser being one Venkataiya The sale of S. No. 61 was again renewed the bidders being Peter Nanjundaiya and Venkataiya, and the land was knocked down to Venkataiya for Rs 66. In submitting the sale records the Sekdar did not say why the sale of S. No. 61 was renewed and the sale of S. No. 64 cancelled. The Amildar asked the Sekdar explain why S. No. 61 was

Vide Haraze Patti Ferist No. 5.

S. No.	Price realised
61	~~Rs~~ 11-0-0
64	~~Rs~~ 9-0-0

Ferist No. 4

sold for the 2nd time, why the
first sale was cancelled and
whether it was owing to the
purchaser's delay in producing
the deposit amount. In reply
Serial No. 8 the Sekdar reported that owing
to the purchaser's delay in
producing the deposit amount
and Nanjundappa's timely
appearance offering a higher
bid, the land was again
put up and sold. Thereupon
the Amildar observing that
the purchase money was remitted to the treasury
after the 15th day after the
sale, asked the Sekdar for
an explanation. The Sekdar
submitted the Shanbhog's
explanation that the money
was paid to the Shanbhog by
the purchaser before the due
date and that owing to his
illness the Shanbhog was
not able to make the remittance
till 10. 6. 95 on which date

In the meanwhile Petitioner
Nanjundaiya dropped a petition
to the Amildar stating that
S. No. 61 was in the holding of
2 persons viz Khatedar Channappa
and another Veerappa, that
the latter has sold his portion
to Petitioner, that with the
view of dispossessing Petr
of this land Khatedar Channappa
has allowed the land to be
sold for arrears, though Petr
had previously paid to him
his portion of the kandayam,
that Petr learnt of the sale
by accident when he had
been to Belagumba, on a piece of business,
that then he
went to the place of sale and
asked the Sekdar to release
the land (No. 61) after re-
covering its full kandayam
from him but that the
Sekdar refused to do so.
Petr ~~urged~~ further urged that he
was willing to pay the full
kandayam of the land and that
he would offer 5 Rs more than

x 8 18. 5. 95
Paper No. 6

the highest bid. He prayed that the sale may be set aside in his favour. Virappa also petitioned the Amildar stating that he & Chaunappa each owned a half share in S. No. 61, that the khate was in the name of Chaunappa though each enjoyed his own share, that every year he used to pay the kandayam of his portion to Chaunappa and did not take receipts from him, that as usual he paid to him the kandayam of the year for which the land was sold, that with the object of depriving him of this land Chaunappa has allowed it to be sold, that he had sold the land to Peter Nanjundaiya &c &c, and praying that the kandayam may be collected from him & the sale cancelled.

8 20-5-95. Paper No 7

In replying these two petitioners were informed that the sale proceedings were regular, that the sale would have been stopped if the full amount of arrears had been paid before the conclusion of the sale and that as this was not done the sale would not be cancelled. § 25.6.95.

In submitting the sale records for the orders of the Dy Comm^r the Amildar recommended that the sale may be confirmed as the proceedings were regular and stated that Pet^r Nanjamdaiya was also a bidder at the sale and that as the amount realised by the sale of S. No. 61 exceeded the arrears due, the sale of the other land had been given up. Thereupon the Dy Comm^r confirmed the sale and directed the Amildar to take further proceedings in the matter § 25-6-95

Jeriat No. 16.

On 9th July 1895 Virappa petitioned the Dy Commr stating that he was the owner of half share in S. No. 61 the patta of which stood in the name of Channappa, that from the beginning he used to pay his share of the kandayam to hissedar Channabpa who used to pay it to Sircar together with his, that that year also he had paid his kandayam to Channappa as usual, that he learnt that the whole land had been sold in auction for arrears of kandayam, that at the sale his tenant Nanjundappa offered to pay the kandayam and rescue the number but that the Sekdar did not accept it, that 2 days after the sale he prayed the Amildar to take the kandayam from him and cancel the sale, that in

reply he was given an endt
stating that the sale could
not be cancelled, that when
he petitioned the Amildar
the sale had not been con-
firmed, that consequently
it ~~was~~ was quite unjust that the
Taluk authorities should
have informed him that the sale
would not be cancelled,
that Khatedar Ishaumappa
had with the intention of
depriving him of the land
had brought about the sale
at which his tenant
purchased it, and praying
that the sale may be can-
celled.

Thereupon the Dy Comsnr
ordered as follows:—

"As the sale proceedings
were regular the ~~case~~ sale
was confirmed on 6.7.95;
and the records sent to the
Amildar for execution of further
proceedings. If you had paid

your share of the kandayam
it would have been accepted.
It is plain from your petition
that the kandayam was presented
at the Taluk cutcherry on
the next day after the sale.
consequently there are no
grounds to cancel the sale
which has been confirmed.

Serist No. 12/2

On 22-7-95 Nanjundaiya
presented a petition to the
by Commr stating that
S. No. 61 of Belagumba was, in
1881, purchased by Chanvaffa
& Veerappa jointly, that since
then each enjoyed a half share
in it &c &c, that land worth
Rs 500 had been sold for a
small value, that he had
witnesses to prove that he
offered the kandayam to the
conclusion of the
Sekdar before the sale.

He produced an affidavit

regarding his allegation against the Sekdar that he did not accept the Kandayam tendered by the Petitioner before the conclusion of the sale. The Dy Comm^r forwarded the petition together with the affidavit and a list of witnesses produced by the Petitioner, to the Amildar for enquiry and report.

Ferist No. 13

On 22-10-95 Petitioner Nanjundaiya deposed before the Amildar that Sidlaghatta Virappa had rented out to Petr on half Kandayam half the portion of a field standing in the Khate of Chamappa, that he had promised to sell the same to him, that the whole of that land had been sold in auction, that the portion sold includes Chamappa's half and the other half rented out to Petr, that he learnt of the

Ferist No. 27 & 22-10-95

sale &c when he had been
to Belagumba to fetch karsh.
that immediately he went
and told the Sekdar that he
had some right in the land and
offered to pay half the Kandayam
which was his share, that
as the Sekdar refused to take
it he offered the full Kandayam
of S. No. 61, that the Sekdar
did not accept it and said
that the Kandayam of the
2 numbers should be paid,
that he did not offer to pay
the Kandayam for 2 numbers
that he was also a bidder
at the sale at which the land
knocked down to Venkataya
who was the highest bidder,
that Virappa has not yet sold
his land to Pet. though he has
promised to do so, that Virappa
was not present at the sale,
that his portion of the land would be
valued

valued at Rs 80 and that the land has been sold for a low value.

Petitioner's 1st witness Range Ganda stated that the Sekdar had gone to Belagumba on 18.5.95 to conduct the sale of Channappa's land, that he saw Pet. Nanjundaiya on that day near Basavanna's temple where the Sekdar held the sale, that Nanjundaiya said he would buy the land, that when the Sekdar asked him to pay the Kandayam he (Nanjundaiy said he would pay one number's, that the Sekdar said he would accept if the Kandayam of both the numbers were paid, that he (Range Ganda) did not know what the numbers for which Kandayam was payable, were, that Nanjundaiya did not place the money before the Sekdar, that the sale was held at about 9 o'clock & completed by 10 o'clock, that he did not know Channappa's tenant

Forest No. 28 & 22.10.95

Venkataiya

Venkataiya, that he knew Chaunappa for a long time, that the latter was a man of substance though he did not know his income & expenditure, that he did not know the amount actually offered by Nanjundaiya nor the amount of kandayandue by him, that he did not know Nanjundaiya got the land, know that the latter did not say that the land had been sold to him, that the sale was closed at 10 A.M. and the Sekdar went away at 10.30 A.M.

Ferozt No. 298 22.10.95 — Krishnappa deposed that he knew both Nanjundaiya & Venkataiya that on 18.5.95 Sekdar had gone to Belagumba to conduct a sale, that he was also present there that day, that the Sekdar went there to auction certain lands belonging to Chaunappa, that probably the lands were S. Nos. 61 & 64 assessed at

at 7½ & 9 Rs respectively, that in S. No. 61 Chaunappa and Virappa were each enjoying a half share and each used to pay half the Kandayam therefor, that Dasar Venkataiya was cultivating Chaunappa's land, that he learnt that Nanjundaiya was cultivating Virappa's land, that Nanjundaiya appeared before the Sekdar when the Araz patti was being struck and saying that he ~~was~~ had cultivated the land and that he had purchased it from Virappa offered to pay half the Kandayam due thereon, that the Sekdar said that he would stop the sale if the full amount of kandayam amounting to Rs 17 & odd were paid, that Nanjundaiya refused to pay the whole, that he did not actually place the money before the Sekdar, that one of the lands assessed at 7½ Rs was sold on that day, that his (Krishnappa's) land was also

sold before the Sekdar that day, that he ~~did~~ did not know which of them was sold first, that both the sales were closed before 3 P.M., that the sale of his (Krishnappa's) land was cancelled the next day, that he knew Chaunappa, that the latter was neither ~~in of~~ very rich nor very poor that he eked out his livelihood by keeping a small shop.

Ferist No. 308 22-10-95

Vide Ferist No. 31

Virappa deposed that in the year 1887 he & Chaunappa purchased a land from Kundur Doddeeraiya, that the patta of this land was in Chaunappa's name, that as he learnt ~~there were~~ that at that time the rules did not allow the issue of a joint patta it was allowed to stand in one man's name, that no sub-division was sought for as it was understood that lands measuring less than 10 acres would

would not be subdivided, that Chaunappa executed karar

Ferist No: 32 Q. 27.6.81

binding himself liable to continue half hissa to him, that the western half of S. No: 61 fell to his share, that the kandayan of this portion Rs 3-15-9, that every year he used to pay this amount to Chaunappa that he obtained no receipts for this, that he had leased out his portion to Ganigar Nanjundaiya for half kandayan that this land had been sold in auction, that he learnt this at 9 P. M. on the day of sale from Nanjundaiya, that Venkataiya cultivates Chaunappa's land, that the latter with the intention of depriving him of this land had allowed the land to be sold for arrears, that his share would cost Rs 120, that they bought the whole for Rs 16 at the famine, that he has not

sold the land to Nanjundaiya
but that he has promised to
do so, that he had paid that
year's kandayam to Chinnappa
after he recovered it from Nanju
that he did not give receipts
to Nanjundaiya, that there were
no documents regarding the agree
ment between them, that
Nanjundaiya has no hak for
the land beyond his lease which
he enjoys till he rescues, that
he does not remember the date
on which he made payment
to Chinnappa and that
no body saw it.

Evid. No. 33. On 31.10.95 Budda
ranga deposed that he knew
Ganigar Nanjundaiya, that
~~the~~ some 5 or 6 months ago the
Sekdar had gone to Belaguuba
to conduct the sale of Chinnappa's
land, that the sale was held
in

in the village Charadi, that Nanjundaiya also attended the sale and saying that he had the lease of the land at half the kandayam tendered to pay the full amount of kandayam due thereon, that thereupon the Sekdar, said that he would carry on the sale unless he paid the kandaya of both the numbers and that he was at liberty to bid in the sale, that Nanjundaiya did not consent to pay the kandayam of both the numbers that he actually took out the money from his waist and held it in his hand, that there was no talk on either side regarding the amount payable, that about 20 people including Shambhoj Krishnappa and the Patel of the village attended the sale, that the

sale began a little while after
breakfast time and was closed
by the time the sun had turned
towards the west, that he has
not seen the land under dispute
but that he was told that
it lies ~~of~~ higher up Talavai's
land &c; that he was a ryot
of Belagumba, that he did
not know how many rupees
Nanjundaiya had in his
hand and that the latter did not
specify the amount of kandayam
payable by him or the number
for which he had to pay.

Ferist No: 359 4-11-95

In submitting the records
with the above depositions to
the Dy Comr for orders
the Amildar reported that
on examination of the witness
cited by Nanjundaiya he
~~is~~ was of opinion that the
facts stated in the affidavit

were not proved, that the fact that the Sekdar refused to take the money tendered by Nanjundaiya was also not proved by the witnesses, that neither Nanjundaiya nor Virappa had their names registered in the Q Taluk Special notice Register to ~~show that if~~ they had any interest in the land and that the statements of witnesses differ in many points.

Thereupon the Dy Comr observing that the fact that the Petitioner offered to pay, though he did not actually pay, the money to the Sekdar, had apparently been proved asked the Amildar to report if the matter was true and to submit the Sekdar's explanation on the matter.

Ferist No 369 21-1-96

In reply the Amildar reported that the Sekdar states that beyond the fact

that Nanjundaiya was a
bidder at the sale there was
nothing said by him
regarding the payment
of money and that to support
this statement he submitted
a Mahazer purporting to
have been drawn up by
the people who attended the
sale, and that the Petitioner
admits of his having been
a bidder at the sale. The
Sekdar invited a reference to
the Harazé Katti where it
is remarked that Nanjundaiya
refused to sign it.

[Note:— The names of persons from
whom the Mahazer purports to
have been drawn up are also
mentioned in the Harazé Katti.
In both the names of these are
signed by other persons as all
of them without exception were

"Exhibit No. 38

unable either to sign or ever to affix their marks. Further the Sahazer seems to be in the writing of the Shanbhog who has signed for all. It does not contain the names of ~~persons~~ any of the persons who have signed the Harazi patti in their own handwriting.]

Thereupon the Deputy Commr passed the following order:- Ferist No. 428 11-5-96

"Read:- The Amildar's report and the records of the case The arguments of the pleaders of both the parties were also heard.

In satisfaction of the arears of kandayam amounting to Rs 17-13-4, due for the year Jaya on S. Nos 61+64 of Belagumba, these lands were attached on 30th March 95 and put up to auction on 18.5.95 in which they were knocked down to one Venkataiya for Rs 11+9 respectively. As there was delay in producing the required deposit Survey No. 61 was

again put up and sold, and
knocked down to the said Venkatay
for Rs66. Confirmation of sale was
sought for in Amildar's report
No. 1845 & 25.6.95. The reasons for
this second sale ought to have been
clearly stated in the report. As
there were no irregularities the
sale was confirmed on 6.7.95
and order No. 61 issued to the
Amildar.

Thereupon one Virappa
petitioned this office on 9.7.95
stating that he owned a share
in S. No. 61; that though he had
paid his share of the kandayam
to the khatedar, yet the latter,
with the intention of depriving
him of this land, had allowed
the land to be sold in auction
that he obtained no receipts for
the kandayam so paid by him;
that 2 days after the sale he
petitioned the Taluk Amildar
offering to pay the arrears out-
standing against the said num
& that the Amildar gave him

an endorsement stating to the effect
that the sale cannot be cancelled
for that reason; that he is
willing to pay the whole of the
kandayam and that the sale
should be cancelled. In reply
was sent on the same day
an endorsement to the effect
that as the sale proceedings
were regular the sale
cannot be cancelled and
if the arrears had been tendered
before the due date the same
would have been accepted.
Thereupon Virappa's tenant Nan-
jundaiya petitioned this office
that on the day of sale he offered
to pay the arrears to the Sekdar
but that the latter did
not take the amount so
offered but conducted the sale.
He also gave an affidavit to the
above effect. These were forwarded
to the Amildar for enquiry on 30.8.95.
In reply the Amildar reports after enquiry
that the facts stated in the affidavit
that Petitioner offered to pay the
kandayam of his share to the
Sekdar at the time of sale,

that the latter refused to take it and told Petr that he should pay full Kandayam, were not proved; and that though he was a bidder at the sale he refused to sign the Haraze Patti. Petitioner could have preferred his complaint before the lapse of one month after the sale. But he did not do so. On these grounds there seems to be no reason to cancel the sale which has been confirmed."

Subsequently the Petitioner having sought for a review of the Deputy Commr's order after the sale was informed that there was one full month for him in which he could have made his complaints to the Dy Commr: that ~~there was no necessity~~ Arindar's endorsement is not needed for such complaints and that there were no complaints during that one month.

Petitioner appeals to Govt against these two orders. The grounds urged by him are:—

1. That the sale was not held between 11 A.M. & 5 P.M. as required by the rules but was completed before 1 P.M., the Sekdar having left the place soon after this. There has been strong evidence to this effect. The Dy Commr was therefore wrong in confirming the sale.

2. That the purchase money was paid 10 days after the due date. Consequently the sale ought to have been cancelled and a resale held according to rules.

3. Though appellant presented a petition to the Amildar on the day of sale stating that the money offered by him on the day of sale was not accepted, yet he was given an endorsement only after the sale was confirmed. The

could be preferred without the endorsement
Amildar's. is not just as
an appeal could only be against
the order of a lower court.
Consequently the Amildar's
order does not seem reasonable

4 That Petitioner offered to pay
the Kandayam ~~on the day of sale~~
before the commencement of the
sale and the fact of his
having had the money with him
has been proved by the weight
of ~~the~~ evidence adduced in this behalf.

5 That the sale is tainted
with fraud and the sale
proceeds are low. Virappa wanted
to get the land and the Sekdar,
Shanbhog and the villagers
colluded with him and
brought about the sale.

6 That the Amildar is prejudi-
cial against the Petitioner. As
the matter was again referred

to him for enquiry he conducted it in such a way as not to contradict his former opinion. The Sekdar, Shanbhog, Patel, purchaser Venkatanja and Khatedar Shamappa who ought to have been necessarily examined were not done so though Pet^r prayed the Dy Comr for their being examined.

7. That as regards the sale of S. No. 98 belonging to Shanbhog Mukhyaprananja which was also held on 18-5-95, the Kandayam was taken after the sale and the sale cancelled by the Amildar on 18.6.95. This concession was not shown to Petitioner.

8. That the Dy Comr's order is opposed to law and the weight of evidence adduced by the Pet^r

Petitioner prays that the issue of the sale certificate and ~~his~~ handing over the land to the purchaser may be held

in abeyance pending the disposa

of this ≠ appeal.

N.B. The sale certificate was issued to ~~C Jo~~ the Decree Petr on 9-9-96.

The ~~Paras~~ balance of purchase-money left after deducting the Govt dues was paid to Khaledar Channappa on 20.10.96

Ferist No. 45.

As regards the 7th ground relied upon by the Petitioner the records show the following facts.

S. No. 98 of Belagumbalsas put up to auction on 18.5.95 and sold to one Krishnappa for Rs 181. Just after the sale one Hariyappa paid a portion of the arrears. Another Kenche Ganda produced a money order receipt

for

for having remitted to the Taluk Treasury a portion of the arrears. The arrears being thus cleared up and the auction purchaser Krishnappa having consented to take back his deposit the Sekdar recommended that the sale might be cancelled. The deposit money was ~~paid~~ returned to the purchaser the next day after the sale Thereupon the Amildar ordered the cancellation of the sale.

—a—

On 20th November 1896 the Dy Commr was asked to submit the record together with a report on the matter.

In reply the Dy Commr reports that one Chamappa bin Veerashetti was the khatedar of S. Nos 61 & 64, that on his failure to pay the kandayam of the year Jaya (1894-95) both these numbers were attached and advertised for sale on 18th May 95,

that at the sale it was knocked down
to one Venkataiya for Rs 66, that Petr
Nanjundaiya was also a bidder
at the sale but declined to sign
the Haraze Patti, that on 21st May
95 he presented an application to
the Amildar representing that
he was the ~~owner~~ purchaser of
half of S. No. 61 from Hissedar
Veerappa, tendering half the
Kandayam due on the land,
and praying for the release
of his portion of the number
from attachment, that Veerapa
also petitioned the Amildar
stating that the Khatedar of
S. No. 61 intending to defraud
him had caused it to be brought
under attachment and sale,
that it was open to these persons
to pay up the arrears due before
the sale and save the land, that
as they failed to do so the sale
was confirmed on 6th July 95,
that upon Petrs appeal to the

Dy Comrs representing that though he tendered the arrears to the Sekdar before the commencement of the sale yet the latter did not accept it. the Amildar was asked to record all evidence which he might adduce, that from the evidence recorded Pet's allegation was not proved and that as the sale had been properly conducted it was confirmed and the highest bidder Venkataiya was granted a sale certificate on the 9th September 1896.

BBn.
31/5/97.

Stamp sufficient
In Time
Council case
Sched 6
Issued 22 Cr. 9
A.S. 19/6/96 19-6-96.

Called record
Shertas Mutual
Court - Amended
Ball concerned
Issued
18/11/96

4/12
19/11 S.K.

O.M. & Estt.
prepd & subd.
20/11

L.R. VI
1065 T.
L.R. 94-95-1

1896

No. 3989

Name of Petitioner, Nanjundiah

Village, Kalaba Tumkur.

Taluk, Tumkur

District, Tumkur.

Date of Arzi, 11th June 1896

Date of Receipt, 12th June 1896

Date of Disposal,

No. of Enclosure, Nil

ABSTRACT.

This is an appeal ag
the land assessments N
364 and 379 dated 11. 5. 9
and 19. 5. 96 respectiv
Nanji & the appellant
the Deputy Commissio
Tumkur District.

The grounds of appeal
are,

1. That the Deputy Comm
was wrong in confirm
the sale of land bearing
No. 61 — when it has be
proved that the sale
the Vakils, was not held

became 12 noon P.M., and the Thsildar left the village immediately after the sale.

4. That the Deputy Commr was wrong in confirming the sale - instead of ordering a re-sale - as the sale money was not paid within the prescribed period of 15 days but was done so 10 days after.

3. That the appellant presented a petition to the Amildar on the day of sale offering to pay the money that on the day of sale stating that the money offered by on the day he applied the Thsildar to accept the same of sale was not accepted received the arrears of Candayam but he refused to do so and in reply he got an endorsement from the Thsildar after the sale was confirmed. That the Deputy Commr in proceedings stating that an appeal could be preferred without the Endorsement from the Amildar, does not appear to stand to reason - as the appeal could not be filed without the Endorsement.

5. That the Deputy Commr was wrong in confirming the sale when it has been clearly proved that the Appellant on the day of sale before the sale was held did offer the Thsildar the full amount of Candayam due by him on S. No. 61 which was sold by Public Auction

5. That the Deputy Commr was wrong in confirming the sale without paying in accordance with sufficient attention to the Amildar's Report which was to help the Thsildar Chinnappa but not the appellant Ambhavadas or Venappa.

6. That the Deputy Commr was wrong in referring the appellants petition for enquiry to the Amildar who is prejudiced against the appellant - as also in not examining the Thsildar, the Thsildar & auction-purchaser the Canister petitioner Venappa and Chinnappah, as prayed for by the appellant.

7. That the Amildar has in another instance, Cancelled the sale of land S. No. 98 - for the arrears of Candayam due to the Thsildar as

by the Amildar in the matter is included.

8. That the Amildar has cancelled the sale of land belonging to Thanbogue Kenistrappa, a month after the sale was over, but in the appellants case - the Amildar did not cancel the sale tho the arrears of Caudayam was offered the same day as the sale.

9. That the appellant prays that orders may be given to the Deputy Commr. to stop the issue of the sale certificate to the purchaser - and also to stop the delivery of possession of the land being given to him.

10. That the Endorsement of the Deputy Commissioner is against law and the facts of the case.

The enclosure of the appellation are;

(1). The Deputy Commrs Endorsement No. 379 dt. 19.5.96, to the appellant and

effect:—

"That when the said Survey No. 61, was sold on account of Candayam due by one Chinappa, and when the said sale was confirmed in this Court, you presented a petition stating that you owned a share in the said S. No. 61, as the Sajavallidar of one Vellappa, and at the same time produced an affidavit to prove that the money tendered by you towards the arrears of Candayam, was not received by the Shanbhogue and this was referred to the Amildar for enquiry into the truth of it; but you failed to prove the above. Consequently Your Petition was heard and the Records perused, and a detailed Endorsement No. 3640/11.5.96,

that there was not sufficient grounds to cancel the sale. Notwithstanding you have presented a petition against the said Endorsement, praying for a review of it.

This case has been disposed of after perusing the records, but as you stated that the Sheriff has refused to have the arrears of Candayan cleared by you - and put in an affidavit about it, an enquiry was ordered but you failed to prove that the Sheriff has refused to have the money from you. Consequently an Endorsement was given to you about it in detail. If you are not contented with the said Endorsement you may prefer an appeal about it to the higher court. There is nothing in the Case to remind. An appeal in all such Cases, is expected within 30 days from the date

Confirmation and
& which an endorse-
-ment from the Asstt
is not required. No such
appeal in this case has been
preferred within
the said 30 days."

(2). Appellant's Petition
& the deputy Commrs
against his endorse-
-ment No. 364, pray.
for a review of the
order passed in his
case.

(3). Deputy Commrs
Endorsement No.
364 of 11.5.96, and it
runs as follows;—
"That your Petition
of 22.7.95. together with
Amildar's Report
No. 1973 of 28.4.96, Rec.
and the Pleaders heard
on both sides.
That the sale of Lands
S. No. 61 and 64, was
on account of the
arrears of Candayam
Rs. 17.13.4, due
from Chinnappa
for Belagunda grama.

year Jayah — and the

Sale of the land was
on the 2nd ~~December~~ 18th
May 95 — when S. Nos 61 & 64
were purchased by one
Veeraliah, for Rs. 11 and
9 respectively; but as
he did not produce the
deposit, R Survey No.
61 was sold again the ~~on~~
same day — and it was
then purchased by the
said Veeraliah for Rs.
66 — and this the Amildar
reported & this Hon — and
prayed for the confirmation
of the sale. The Amildar
should have assigned
reasons for the 2nd Sale
of the said land — but he
did not do so — However
as, no irregularity ~~was~~
was found in the records
connected with the
sale — the sale is
confirmed — and the
same intimated & the
Amildar in No. 61 & 6.7.95.
One Veerappa complains
& this Hon on the 9.7.95,
stating that he held a
share

he had paid his share of
Candayam & the Khallasar-
who with a view to defrau
him of the land had allowed
the sale of the land. Two
days after the sale he
Veerappah, presented
a petition to the Mundar
on the subject - and whom
he endorsement is only
stating that on the ground
of his paying the arrears
of Candayam - the sale
cannot be ~~cancelled~~
Cancelled. Veerappa
in reply to his petition.
was informed by an
endorsement No. 10, that
the sale which is duly
confirmed, cannot be
Cancelled - and that if
he had produced the
money in time - it
would have been
received. However
as you produced an
affidavit stating that
on the day of sale - you
produced the arrears
of Candayam before
the -

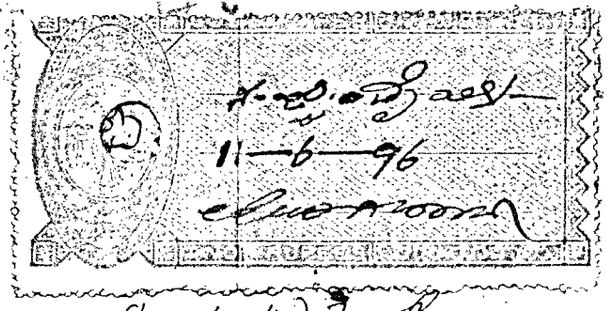
D the Tehsildar for enquiry and he in his No. 868, reports that the facts mentioned in the Affidavit, have not been proved. You have not duly been present at the sale - but you have also bid - for the land - and at the close of the sale you [illegible] refused to sign the sale list - and this is duly noted thereon. You should have represented your objections then & there - but you have not done so. Consequently the order dt. 6-7-95 given by you after conclusion of the sale which was regularly conducted, cannot be altered - as there is not sufficient ground for the same.

(4). Copy of sale list of S. No. 98.

(5) Copy of Tehsildar's order No. 361, D the

Tehsildar

that the sale of L. No 98
is cancelled — as the full
amount of the arrears
of Cam dayam is paid —
and that Kuppusamappa
the bidder, took back
the deposit immediately —
and agreed to have the sale
Cancelled. — —



3989

1/2

MYSORE DEWAN'S OFFICE.
PETITION DEPARTMENT.
REG'D. NO. 3989
DATE 12-6-96

ಬೆಳಿಗ್ಗೆ ೬ ಗಂಟೆಗೆ ಎದ್ದು ಸ್ನಾನ ಮಾಡಿ ಪೂಜೆ ಮುಗಿಸಿ ಬಂದು
ಅಡುಗೆಯವಳಿಗೆ ಅಡುಗೆಗೆ ಬೇಕಾದ ಸಾಮಾನುಗಳನ್ನು ಕೊಟ್ಟು
ಅವಳಿಂದ ಅಡುಗೆ ಮಾಡಿಸಿ ಅವಳು ಹೋದ ಮೇಲೆ ಸ್ವಲ್ಪ ಹೊತ್ತು
ಮಲಗಿ ಎದ್ದು ಮಧ್ಯಾಹ್ನ ಊಟ ಮಾಡಿ ಸ್ವಲ್ಪ ಹೊತ್ತು ಮಲಗಿ
ಎದ್ದು ಸಂಜೆ ಕಾಫಿ ಕುಡಿದು ಸ್ವಲ್ಪ ಹೊತ್ತು ಕಾಲಕ್ಷೇಪ ಮಾಡಿ
ಮತ್ತೆ ಅಡುಗೆಯವಳು ಬಂದು ಅಡುಗೆ ಮಾಡಿ ಮುಗಿಸಿ ಹೋದ ಮೇಲೆ
ಊಟ ಮಾಡಿ ಮಲಗುವುದು — ಇದೇ ನನ್ನ ದಿನಚರಿ.

ಹೀಗಿರುವಲ್ಲಿ ಒಂದು ದಿನ ಸಾಯಂಕಾಲ ಅಮ್ಮನವರೊಡನೆ
ಊರ ಆಚೆ ದೊಡ್ಡ ಕಾಡಿಗೆ ಹೋಗಿದ್ದಾಗ ಬೆಳ್ಳಿಯಂತೆ
ಮಿಂಚುವ ಅಚ್ಚ ಬಿಳಿಯ ಬಣ್ಣದ ಒಂದು ಸಣ್ಣ ಮೊಲವು
ಹಾರಿ ಹಾರಿ ಓಡಿ ಬಂದು ನಮ್ಮ ಮುಂದೆ ನಿಂತು ಕೊಂಡಿತು.
ಅದನ್ನು ನೋಡಿ ಅಮ್ಮನವರು ಅದನ್ನು ಹಿಡಿದು ತರಲು
ಹೇಳಿದರು. ಅದರಂತೆ ನಾನು ಅದನ್ನು ಹಿಡಿಯಲು ಹೋದೆ.
ಆದರೆ ಅದು ನನಗೆ ಸಿಕ್ಕದೆ ಓಡಿ ಹೋಯಿತು. ಆಗ ಅಮ್ಮನವರು
ಅದನ್ನು ಹಿಡಿದು ತರಲು ಹೇಳಿದರು. ಅದರಂತೆ ನಾನು ಅದನ್ನು
ಹಿಡಿಯಲು ಹೋದೆ. ಆದರೆ ಅದು ಸಿಕ್ಕದೆ ಓಡಿ ಹೋಯಿತು.
ಆಗ ಅಮ್ಮನವರು ಅದನ್ನು ಹಿಡಿದು ತರಲು ಹೇಳಿದರು.
ಅದರಂತೆ ನಾನು ಅದನ್ನು ಹಿಡಿಯಲು ಹೋದೆ. ಆದರೆ ಅದು
ಸಿಕ್ಕದೆ ಓಡಿ ಹೋಯಿತು. ಆಗ ಅಮ್ಮನವರು ಅದನ್ನು

11-6-96

18-6-96 ರಲ್ಲಿ ನಾನು ಪೊಲೀಸ್ ಠಾಣೆಗೆ ಹೋಗಿದ್ದೆನು
ಪೊಲೀಸ್ ಠಾಣೆಯಲ್ಲಿ ಸುಮಾರು ಜನ ಪೊಲೀಸರಿದ್ದರು
ಶ್ರೀನಿವಾಸ ಎಂಬ ಪೊಲೀಸ್ ಪೇದೆಯವರು ನನ್ನನ್ನು
ಹೊರಗಡೆ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಬೆತ್ತದಿಂದ
ಹೊಡೆಯಲು ಪ್ರಾರಂಭಿಸಿದರು. ನಾನು ಅವರಿಗೆ
ಕೈಮುಗಿದು ಬೇಡಿಕೊಂಡರೂ ಸಹ ಅವರು ನನ್ನನ್ನು
ಬಿಡದೆ ಹೊಡೆಯುತ್ತಲೇ ಇದ್ದರು. ಸುಮಾರು
ಅರ್ಧ ಗಂಟೆಯ ನಂತರ ಅವರು ನನ್ನನ್ನು ಬಿಟ್ಟರು.
ನಾನು ಅಲ್ಲಿಂದ ಹೊರಟು ಬಂದೆನು. ಆದರೆ
ಅವರು ಮತ್ತೆ ಮತ್ತೆ ಕರೆಯಿಸಿ ಹೊಡೆಯುತ್ತಿದ್ದರು.
ಹೀಗೆ ಸುಮಾರು ಮೂರು ದಿನಗಳ ಕಾಲ ನನ್ನನ್ನು
ಹಿಂಸಿಸಿದರು. ಆ ಮೂರು ದಿನಗಳ ಕಾಲ ನಾನು
ಮನೆಗೆ ಹೋಗಲಿಲ್ಲ. ಮನೆಯವರು ಸಹ ನನ್ನನ್ನು
ಹುಡುಕಿಕೊಂಡು ಬರಲಿಲ್ಲ. ಮೂರು ದಿನಗಳ
ನಂತರ ನಾನು ಮನೆಗೆ ಹೋದೆನು. ಆಗ ನನ್ನ
ಹೆಂಡತಿಯು ನನ್ನನ್ನು ಕೇಳಿದಳು. ನಾನು ಅವಳಿಗೆ
ಏನೂ ಹೇಳಲಿಲ್ಲ. ಅವಳು ಸಹ ಹೆಚ್ಚಿಗೆ ಏನೂ
ಕೇಳಲಿಲ್ಲ. ಅವಳಿಗೆ ಹೆಚ್ಚಿಗೆ ಏನೂ ಗೊತ್ತಿರಲಿಲ್ಲ.
ಅವಳು ಸಹ ಸುಮ್ಮನಾದಳು. ಆ ಮೂರು ದಿನಗಳ
ಕಾಲ ನಾನು ಊಟ ಮಾಡಿರಲಿಲ್ಲ. ಆದ್ದರಿಂದ
ಅವಳು ನನಗೆ ಊಟ ಬಡಿಸಿದಳು. ನಾನು ಊಟ
ಮಾಡಿ ಮಲಗಿಕೊಂಡೆ. ಮರುದಿನ ಬೆಳಿಗ್ಗೆ
ಎದ್ದು ಕೆಲಸಕ್ಕೆ ಹೋದೆನು.

ಇಷ್ಟೆಲ್ಲಾ ಆದ ಮೇಲೆ ನಾನು ಪೊಲೀಸ್ ಠಾಣೆಗೆ
ಹೋಗಿ ಶ್ರೀನಿವಾಸ ಪೇದೆಯವರನ್ನು ಭೇಟಿಯಾಗಿ
ಅವರಿಗೆ ಕೈಮುಗಿದು ಬೇಡಿಕೊಂಡೆ. ಆಗ ಅವರು
ನನ್ನನ್ನು

ಶಿವಮೊಗ್ಗ

ದಿನಾಂಕ:

379

ಶ್ರೀ ಸಾಮಾನ್ಯ ಪ್ರಾಥಮಿಕ ಶಾಲೆಯಲ್ಲಿ ಸಹಾಯಕ ಶಿಕ್ಷಕರ

ಹುದ್ದೆಯಲ್ಲಿ ಸೇವೆ ಸಲ್ಲಿಸಲು ಆಯ್ಕೆಯಾಗಿರುವ

ಶ್ರೀ ಸಾಮಾನ್ಯ ಪ್ರಾಥಮಿಕ ಶಾಲೆಯಲ್ಲಿ ಸಹಾಯಕ ಶಿಕ್ಷಕರ ಹುದ್ದೆಯಲ್ಲಿ ಸೇವೆ ಸಲ್ಲಿಸಲು ಆಯ್ಕೆಯಾಗಿರುವ ಬಗ್ಗೆ

ದಿನಾಂಕ 19.5.96

ಅಧಿಕಾರಿ

Receipt
18/5796
Rupee

8 As. stamp
19.5.96

Grant to Petr. Sanjiva
his remedy in an appeal
19.5.96
Bombay

19 - 5 - 96

ಅಧ್ಯಕ್ಷರು ಕೆಲವು ಸಂಗತಿಗಳನ್ನು ಪ್ರಸ್ತಾಪಿಸಿದರು. ಅವರು ಕೆಲವು ಸಲಹೆಗಳನ್ನು ನೀಡಿದರು. ಅವರ

ಶಿವಮೊಗ್ಗ
ಆಗಸ್ಟ್ 3 64

ಶ್ರೀ ಸಾಮಾನ್ಯಶಾಲೆ ಮಾಲೀಕರು ಶಿವಮೊಗ್ಗ

ಸಂಖ್ಯೆ ಸಾಮಾನ್ಯ ಶಾಲೆ ಮಾಲೀಕರ ಸಂಘ ಶಿವಮೊಗ್ಗ

ವಿಷಯ: ಸಾಮಾನ್ಯ ಶಾಲೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ

22.7.93 ರ ಸರ್ಕಾರದ ಆದೇಶ ಮತ್ತು 28.4.96 ರ ಸರ್ಕಾರ 1973 ರ ಕರ್ನಾಟಕ ಶಿಕ್ಷಣ ಕಾಯಿದೆಯಡಿಯಲ್ಲಿ ಮಾಡಿರುವ ನಿಯಮಗಳು

ಈ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸಾಮಾನ್ಯ ಶಾಲೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಇ.ಪಿ.ಆರ್ 17 13:4 ದಿನಾಂಕ 3.6.95 ರಲ್ಲಿ ಹೊರಡಿಸಿರುವ ಆದೇಶದಲ್ಲಿ ಸಾಮಾನ್ಯ ಶಾಲೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಇ.ಪಿ.ಆರ್ 61 ಎಸ್‌ಬಿಎಸ್ 64 ದಿನಾಂಕ 18.5.95 ರಲ್ಲಿ ಹೊರಡಿಸಿರುವ ಆದೇಶದಲ್ಲಿ 61 ನೇ ನಿಯಮದಲ್ಲಿ 64 ನೇ ನಿಯಮದಲ್ಲಿ ಸಾಮಾನ್ಯ ಶಾಲೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಇ.ಪಿ.ಆರ್ 61 ಎಸ್‌ಬಿಎಸ್ 99 ದಿನಾಂಕ 28.6.96 ರಲ್ಲಿ ಹೊರಡಿಸಿರುವ ಆದೇಶದಲ್ಲಿ

ಸಾಲಿಗ್ರಾಮ ಟೌನ್ ಮುನ್ಸಿಪಲ್ ಕೌನ್ಸಿಲ್ - ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರು
ಮತ್ತು ಕಾರ್ಯನಿರ್ವಹಣಾಧಿಕಾರಿಗಳ ಚುನಾವಣೆ ಕುರಿತು.

ಸಾಲಿಗ್ರಾಮ ಟೌನ್ ಮುನ್ಸಿಪಲ್ ಕೌನ್ಸಿಲ್‌ನ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರ ಅಧಿಕಾರಾವಧಿಯು ದಿನಾಂಕ 6.7.95 ರಂದು ಮುಕ್ತಾಯಗೊಳ್ಳುವುದರಿಂದ ಹೊಸದಾಗಿ ಚುನಾವಣೆ ನಡೆಸಿ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರನ್ನು ಆಯ್ಕೆ ಮಾಡಲು ಹಾಗೂ ಕಾರ್ಯನಿರ್ವಹಣಾಧಿಕಾರಿಗಳನ್ನು ನೇಮಕ ಮಾಡಲು ಕ್ರಮ ಕೈಗೊಳ್ಳಬೇಕಾಗಿದೆ.

ಆದ್ದರಿಂದ ಸಾಲಿಗ್ರಾಮ ಟೌನ್ ಮುನ್ಸಿಪಲ್ ಕೌನ್ಸಿಲ್‌ನ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರ ಅಧಿಕಾರಾವಧಿಯು ದಿನಾಂಕ 6.7.95 ರಂದು ಮುಕ್ತಾಯಗೊಳ್ಳುವುದರಿಂದ ಹೊಸದಾಗಿ ಚುನಾವಣೆ ನಡೆಸಿ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರನ್ನು ಆಯ್ಕೆ ಮಾಡಲು ಹಾಗೂ ಕಾರ್ಯನಿರ್ವಹಣಾಧಿಕಾರಿಗಳನ್ನು ನೇಮಕ ಮಾಡಲು ಕ್ರಮ ಕೈಗೊಳ್ಳಬೇಕಾಗಿದೆ.

ಆದ್ದರಿಂದ 9.7.95 ರಂದು ನಿಮ್ಮ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ಸಭೆ ಸೇರಿ ಹೊಸದಾಗಿ ಚುನಾವಣೆ ನಡೆಸಿ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರನ್ನು ಆಯ್ಕೆ ಮಾಡಲು ಹಾಗೂ ಕಾರ್ಯನಿರ್ವಹಣಾಧಿಕಾರಿಗಳನ್ನು ನೇಮಕ ಮಾಡಲು ಕ್ರಮ ಕೈಗೊಳ್ಳಲು ಸೂಚಿಸಿದೆ. ಸಭೆಯಲ್ಲಿ ಸಾಲಿಗ್ರಾಮ ಟೌನ್ ಮುನ್ಸಿಪಲ್ ಕೌನ್ಸಿಲ್‌ನ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರ ಅಧಿಕಾರಾವಧಿಯು ದಿನಾಂಕ 6.7.95 ರಂದು ಮುಕ್ತಾಯಗೊಳ್ಳುವುದರಿಂದ ಹೊಸದಾಗಿ ಚುನಾವಣೆ ನಡೆಸಿ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಸದಸ್ಯರನ್ನು ಆಯ್ಕೆ ಮಾಡಲು ಹಾಗೂ ಕಾರ್ಯನಿರ್ವಹಣಾಧಿಕಾರಿಗಳನ್ನು ನೇಮಕ ಮಾಡಲು ಕ್ರಮ ಕೈಗೊಳ್ಳಬೇಕಾಗಿದೆ.

ತಮ್ಮ ವಿಶ್ವಾಸಿ

ಎಂ. ಮಾಣಿಕ್ ರಾವ್

ಆಡಳಿತಾಧಿಕಾರಿ

ದಿನಾಂಕ: 11.5.96

ಪ್ರತಿಯನ್ನು ಈ ಕೆಳಕಂಡವರಿಗೆ ಕಳುಹಿಸಿಕೊಡಲಾಗಿದೆ.

1. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
2. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
3. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
4. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
5. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
6. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
7. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
8. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
9. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.
10. ಶ್ರೀ ಎಂ. ಮಾಣಿಕ್ ರಾವ್, ಆಡಳಿತಾಧಿಕಾರಿ, ಶ್ರೀ ಕೃಷ್ಣ ಸಹಕಾರಿ ಬ್ಯಾಂಕ್ ನಿ., ಬೆಂಗಳೂರು.

(2)

2/6/96

ಅಂದಾಜು ಪಟ್ಟಿ ತಯಾರಿಸಲು ಕಾರ್ಯನಿರ್ವಹಣಾ ಅಧಿಕಾರಿಗಳಿಗೆ ಅಧಿಕಾರ ನೀಡಿದ್ದು ಅಂದಾಜು ಪಟ್ಟಿಯಲ್ಲಿ ಕಾಮಗಾರಿಯ ಸ್ಥಳ ಮತ್ತು ಕಾಮಗಾರಿಯ ಸ್ವರೂಪ ಹಾಗೂ ಕಾಮಗಾರಿಯ ಅಂದಾಜು ಮೊತ್ತವನ್ನು ನಮೂದಿಸಿ ಕಾಮಗಾರಿಯ ಅಂದಾಜು ಪಟ್ಟಿಯನ್ನು ಸಿದ್ಧಪಡಿಸಿ ಅನುಮೋದನೆಗಾಗಿ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದೆ.

ಕಾರ್ಯನಿರ್ವಹಣಾ ಅಧಿಕಾರಿಗಳು ಸಿದ್ಧಪಡಿಸಿದ ಅಂದಾಜು ಪಟ್ಟಿಯನ್ನು ಪರಿಶೀಲಿಸಿ ಅನುಮೋದನೆಗಾಗಿ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದೆ.

ಕಾರ್ಯನಿರ್ವಹಣಾ ಅಧಿಕಾರಿಗಳು ಅನುಮೋದ

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N.S. No. 105 of 96-97.

MYSORE DEWAN'S OFFICE,

PETITION DEPARTMENT.

D-02-VI-106-58

L.R. 94-95-2

OFFICIAL MEMORANDUM.

The accompanying ~~Appeal~~ Petition No. 3989 dated 11 — 6 — 96 received at the Dewan's Office from Ranjappa son of Jairipura Yallakappa of Tumkur appealing against the order passed by Jour. Tumkur District declining to cancel the sale of Survey 61 of Belagumba village - Tumkur.

is forwarded, together with its five enclosures, to the Deputy Commissioner of the Tumkur District for submission of the entire proceedings connected with the case, together with a full report of the facts of the case, and on the points urged in the petition.

2. The petition with its enclosure should be returned.

By order,

25/11/96

for ~~Chief~~ Secretary.

BANGALORE, 189

M.G.C.P.B.—25-4-95—1,000

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5443

1897 Pet 507

From The Deputy Commissioner
Tiptur District.

To The Secretary to the
Govt of Mysore - Gel
and Rev: Department

Dated 13th January 1897.

Despatched 15th

Received

General No.
No. 688

Enclosure Nos 6 + record.

His Offl Memo No P/752
of 20 November 1896.

- - - - - - - - - -

Reports on the pe-
-tition of Nanjundiah
son of Ganjar Yelakap
-pa of Tiptur -

Subject

To

Refer Narasimiah for posting he

24/2

L. R. 94-95-3

D. R. VI
1759

Petition Branch
17/791

Submitted
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Noted to the 14th June at
Mysore M 26/4/97

En 6 + rem

Deputy Commissioner's office,
Tumkur District
Tumkur 13th February 1897.

To

The Secretary to the Government
of Mysore
General and Revenue Departments.

Sir,

With reference to your official memoran-dum No Petition 752 dated 20th November 1896, forwarding for report and submission of proceedings, petition from Nunjundia Son of Ganigar Yelakappa of Tumkur appealing against my order declining to cancel the sale of Survey No 61 in the Belagumba village, Tumkur Taluk, I have the honor to state as follows:-

2. One Chennappa bin Veerashetti was the Khathedar of Survey numbers 61 and 64 assessed at Rupees 16-8-0 in the village of Belagumba in the Tumkur Taluk. On his failure to pay the Kandayem due

for

for the year Jaya (1894-95), both the above mentioned numbers were attached and advertized for sale on the 18th May 1895. At the Sale, Survey No. 61 was knocked down for Rupees 66 to one Venkataiya, the highest bidder. Petitioner Nunjundiah was also a bidder at the sale, but declined to sign the Haraj Patty. Vide Sheikdar's remark in the Patty. On the 21st May 1895, Petitioner presented an application to the Amildar representing that he was the purchaser of half of Survey No 61 from Hissedar Veerappa, and, tendering half the Kandayem due on the land, prayed for the release of his portion of the number from attachment. Likewise Veerappa applied to the Amildar stating that the Khatedar of Survey number 61, intending to defraud him (Veerappa) of his share, had caused it to be brought under attachment and sale. It was open to these persons to pay up the arrears due before the sale and thus save the land, but they chose not to do so. The sale was confirmed on

on the 6th July 1895.

3. Thereupon Petitioner Nunjundia appealed to me and represented that though he tendered the amount of the arrears to the Shekdar before the commencement of the sale, yet he did not accept it. Petitioner having supported his allegation against the Shekdar by an affidavit, the Amildar was asked to record all evidence which the Petitioner might adduce. From the evidence recorded, the allegation of the Petitioner was not proved. As the sale had been properly conducted, it was confirmed and the highest bidder Venkataiya was granted a sale certificate on the 9th September 1896. Against this order the Petitioner has now appealed to Government.

4. The records of the case ending with Tumkur Amildar's No: $\frac{931}{913}$ dated 22d December 1896 and the petition with its enclosures under report are herewith submitted.

I have the honor to be
Sir,
your most obedient Servant
M Narain Rao
Deputy Commissioner

64 (5)

GOVERNMENT OF MYSORE

Proceedings of the Govt of Mysore

L.R. 94-95-4

D.R. VII 10660.

Read:—

(1) Petition of appeal No 105 of 1896-97 presented by Ganjam Nanjundaiya of Tumkur, against the order of the Deputy Commr of Tumkur declining to cancel the sale of Survey No 61 of Belagumba, Tumkur Taluk.

(2) Letter No 688 dated 13th January 1897, from the Deputy Commr, Tumkur District, reporting on the above petition.

(3) Records relating to the case

(41) Re 496 / P.T. 4-97 8/12-7-97 Order thereon 14

Fwd I + V. recds.

Survey No 61 of Belagumba was, after due notice, sold by public auction by the Hobli Shekdar on the 18th May 95

for realization of the arrears
of revenue due by the Khale-
dar Channappa for the year
1894-95. The Haraj Patti shows
that the appellant Nanjundaiya
who is said to have been the
cultivator of half of the land
belonging to Hisedar Virappa,
was present at the sale and
bid for the land but was
outbid by Venkataiya to whom
it was knocked down for Rs 66.
On the same day Nanjundaiy
addressed a petition to the
Amildar complaining that
the shekdar proceeded with
the sale though he offered
to pay the arrears due on the land, and praying
for cancellation of the sale.
But the Amildar informed
him by an endorsement
that the sale was regular and
could not be cancelled, and
recommended its confirmation
to the Dy Commr who confirmed
it on 6th July 1895. In his appeal
to

to the Deputy Commr, the appellant alleged, supporting his allegation by an affidavit, that he actually tendered the amount of the arrears to the Shekdar but the latter did not accept it. But the Dy Commr, after considering the evidence adduced by Nanjundaya in support of this allegation, held that it was not proved and declined to cancel the sale. The petitioner appealed to Govt against this order.

2. Govt observe that there are no grounds to interfere ~~in the matter~~. The appellant was not entitled to any notice. He was, however, present at the sale and offered bids. There is no reliable evidence to prove that he tendered the full arrears. On the whole, the confirmation of the sale by

⊗ Subs
The ... so underlined have been added.

by the Deputy-Commr is correct. This appeal is dismissed. 67

Draft-
C.2,3

For Secretary

12/7/97

To The Deputy-Commr,
Lumkan District, with
xrecords & copy of Govt. Grants xto abovedd
to the appellant. 14-7-97

14/7/97

ప్రభుత్వ ఉత్తర్వులు ఇవ్వాల్సిందిగా కోరుతూ

రెవెన్యూ అధికారుల సంఘం వారు ఇటీవల
ప్రభుత్వానికి ఒక విజ్ఞాపన పత్రం సమర్పించారు.
ఆ విజ్ఞాపన పత్రంలో ముఖ్యమైన అంశాలు
ఈ క్రింది విధంగా ఉన్నాయి.

1. ప్రస్తుతం రెవెన్యూ అధికారులు ఎదుర్కొంటున్న
సమస్యలు, ఇబ్బందులు, వారి పనిభారం
మొదలైన అంశాలను పరిశీలించి, వారి
సమస్యలను పరిష్కరించడానికి ఒక కమిటీని
ఏర్పాటు చేయాలి.

2. ఈ కమిటీ ఇచ్చే నివేదిక ఆధారంగా
రెవెన్యూ అధికారుల సమస్యలను
పరిష్కరించడానికి ప్రభుత్వం తగిన
చర్యలు తీసుకోవాలి.